

## **DMU SQUARE MILE STUDENT AGREEMENT**

**V3.0** 10/05/18

### **1. GENERAL AND DEFINED TERMS**

1.1 This document sets out the terms which you will need to comply with to take part in the DMU Square Mile volunteering experience. They are in addition to the obligations on you generally as a student with DMU including but not limited to the Student Regulations.

<http://www.dmu.ac.uk/dmu-students/the-student-gateway/academic-support-office/student-regulations.aspx>

1.2 To indicate Your agreement to these terms please tick the appropriate box on the sign up form.

1.3 In this agreement we use some terms more than once. 'You' means you the student; 'the University' or 'DMU' means De Montfort University.

### **2. YOUR OBLIGATIONS AS STUDENT**

2.1 You agree not to do or allow anything to be done which could bring DMU into disrepute.

2.2 Before you start on any DMU Square Mile volunteering experience you must notify us of any disability such as physical or non-physical impairments including mental health conditions and long-term health conditions. We need to know this in order to notify our insurers and make any reasonable adjustments needed to help you take part in DMU Square Mile or to notify third parties in order that such reasonable adjustments can be made to accommodate you on placement.

2.3 If for any reason you are unable to attend your DMU Square Mile placement or volunteering opportunity you must inform Your main contact at the University at least 3 working days before the date it is due to start.

2.4 If you do not inform us that you cannot attend, and you are in receipt of a bursary for the project you were to undertake the University may require you to repay the bursary within 14 working days. Failure to repay the bursary means you will be treated as a debtor of the University and the University may take legal action against you for recovery.

2.5 You agree to keep the University Contact informed during your DMU Square Mile volunteering experience of any problems you have or issues which arise and impact negatively on Your DMU Square Mile placement or volunteering opportunity. You agree that issues you raise after your opportunity or placement may not then be rectifiable by us.

2.6 Students have health and safety responsibilities to follow instructions and act sensibly to care for their own health and safety and that of others who may be affected by their actions.

### **3. INFORMATION SHARING**

**You agree that:**

- 3.1 You may be photographed, filmed, videoed or otherwise captured in image form during events organised and hosted by the University regarding DMU Square Mile and such images may be used in such publicity materials as the University deem appropriate.
- 3.2 The University may ask you for information about your experience which we may use for marketing purposes.
- 3.3 Your name and email address can be shared with other students who will be taking part in the same DMU Square Mile experience.

### **4. UNIVERSITY'S OBLIGATIONS**

**4.1 The University will:**

- 4.1.1 provide You with any (non-financial) support and information reasonably require for the completion of the DMU Square Mile volunteering experience as agreed with the University.
- 4.1.2 make available to You relevant contacts at the organisation where you carry out your placement or volunteering to whom You can report any problems or queries whilst on the DMU Square Mile volunteering experience.
- 4.1.3 deal with, insofar as is possible, all concerns, problems and complaints raised by the Organisation and/or the Student in respect of the DMU Square Mile experience and/or the Student's participation in it if the Student breaches the terms of this Agreement or breaches the Organisation's rules and regulations, breaches local law and/or brings the University or the Organisation into disrepute.
- 4.1.4 comply with the provisions of the Data Protection Act 1998 and, from the 25 May 2018, the General Data Protection Regulation ((EU) 2016/679), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner and any successor legislation to the same; at all times during the DMU Square Mile experience.
- 4.1.5 react appropriately to any health and safety concerns raised by You, in accordance with the DMU Square Mile Health and Safety Issues process.
- 4.1.6 complete a full risk assessment and partner mapping document on all organisations. The University will also ensure all organisations have agreed to the Organisation Agreement. If any [organisation]/[assessment] triggers a medium or high-risk issue, the DMU Square Mile Team will provide a suitable description of the health and safety issue and highlight how risks have been mitigated on the 'Book in' form.

## **5. DURATION, TERMINATION AND CANCELLATION**

- 5.1 The DMU Square Mile experience will last for the period stated in this Student Agreement. No guarantee or warranty is given by the University that the DMU Square Mile experience will meet all expectations of the Student.
- 5.2 The DMU Square Mile experience will end automatically if You cease to be registered as a student with the University, or are suspended.
- 5.3 You agree that the University may terminate Your participation in DMU Square Mile if You Student breach the Student Regulations, breach local law and/or bring the Organisation into disrepute.
- 5.4 If You fail to show up for a volunteering opportunity or placement that you have signed up to three times, you will not be eligible to take part in any future Square Mile activity for the duration of your studies.

## **6. LIABILITY**

- 6.1 The University shall not be liable to You and/or any third party for any damage or loss, costs, expenses, general dissatisfaction with the DMU Square Mile experience and/or other claims for compensation which arise out of the DMU Square Mile experience and/or Your participation in the #DMU Square Mile experience, subject to clause 6.3.
- 6.2 The University shall not have any liability for any failure to perform or for any delay in the performance of any of its obligations under this Agreement caused by any factor beyond its reasonable control.
- 6.3 Nothing in this Agreement shall exclude, restrict or limit the liability of the University for death or personal injury caused by the University.

## **7. GENERAL**

- 7.1 This Agreement shall be governed in accordance with the laws of England and Wales and the University and the Student submit to the exclusive jurisdiction of the English Courts.
- 7.2 Should any part, term or provision of this Agreement be found illegal or unenforceable, the validity of the remaining provisions shall not be affected.
- 7.3 Nothing in this Agreement or any negotiations shall be deemed to constitute a partnership between the parties or constitute one party as the agent of the other.
- 7.4 No variation of or amendment to the Agreement shall be binding unless made in writing and signed by all Parties to this Agreement.
- 7.5 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.